

ORDINANCE NO. 2752 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT OF EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES IN FAVOR OF SOUTHWEST GAS CORPORATION AT THE GLENDALE MUNICIPAL AIRPORT; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the utility easement for natural gas pipelines and appurtenances and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document granting Southwest Gas Corporation a utility easement upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as Exhibit A. The legal description is contained in the Easement.

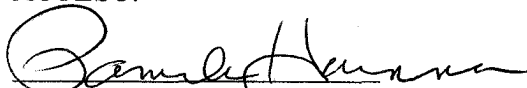
SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by said property owner of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the property owner.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

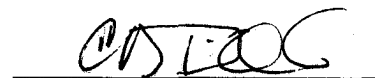
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of November, 2010


MAYOR

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:

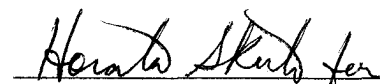

City Manager

EXHIBIT A – FOR REFERENCE ONLY

When Recorded, Return To:

Southwest Gas Corporation
Land Department/Mail Code 420-851
9 South 43rd Avenue
Phoenix, Arizona 85009

GRANT OF EASEMENT

CITY OF GLENDALE, an Arizona municipal corporation, (hereinafter called "Grantor), for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **SOUTHWEST GAS CORPORATION, a California Corporation (SWG)** (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement for the installation and maintenance of **natural gas pipelines and appurtenances**, in, upon, over and under the surface and across a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

**See Attached EXHIBIT "A" Legal Description
AND
EXHIBIT "B" Southwest Gas Corporation Drawing**

together with the right of ingress and egress to and from the said easement; the right to use existing roads; the right to use lands adjacent to said easement during temporary periods of construction; the right to operate, inspect, repair, replace, maintain, and remove said **natural gas pipelines and appurtenant** facilities; to add or alter said lines and/or facilities at any reasonable time, and to trim or remove any trees or shrubs that in the judgment of the Grantee may interfere with the safe construction or maintenance of said lines.

SUBJECT TO the following conditions:

1. Grantor agrees no buildings, structures, fences, or trees not existing as of the date of this easement shall be placed upon, over, or under the Easement Premises, except for street, road or driveway purposes, nor other easements granted, that would interfere with Grantee's exercise of rights herein granted.
2. Pursuant to the provisions of the Homeland Security Act, access to the Easement Premises may be restricted. Grantee's employees or authorized contractors will be required to notify the Grantor of planned inspections, repairs, or outages during normal business hours and must provide identification. Emergency access shall be freely given upon authentication by Grantee's employees' or authorized contractors' authorization and identity.
3. Grantee agrees to perform all work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition that existed before the work was performed.

4. Grantee shall bear all costs and expenses related to the operation and maintenance of its facilities, including any subsequent relocation caused or requested by Grantor, in the event that Grantor or other governmental authority requires such relocation to accommodate necessary improvements to Grantor's property.
5. By accepting and recording this easement and except as provided above, Grantee agrees to defend, indemnify and hold harmless Grantor, its agents, representatives, officers, directors, officials, and employees from and against all claims, direct damages, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, reasonable expert witness fees, and the reasonable costs of appellate proceedings, relating to or arising from Grantee's acts, errors or omissions in the exercise of the rights herein granted and excluding any such claims, damages, losses or expenses arising from any willful, negligent, or intentional acts of Grantor.

IN WITNESS WHEREOF, the City of Glendale, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 2010.

Exempt Pursuant to A.R.S. §11-1134(A)(3)

THE CITY OF GLENDALE,
an Arizona municipal corporation

APPROVED AS TO FORM:

Ed Beasley, City Manager

City Attorney

ATTEST:

City Clerk

STATE OF ARIZONA)
)ss.
County of Maricopa)

This instrument was acknowledged before me this _____ day of _____, 2010 by
Ed Beasley, City Manager of the City of Glendale, Arizona.

Notary Public

My Commission Expires:

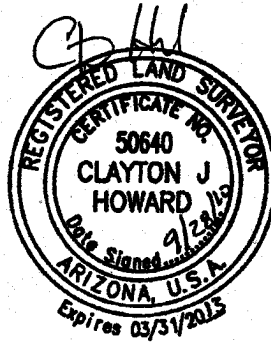


EXHIBIT "A"
SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

APN # 102-59-001-W

THAT PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 8.00 FEET IN WIDTH, BEING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LYING WITHIN A PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, IN INSTRUMENT NO. 83-0522847, ON DECEMBER 29, 1983.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7, BEING A BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER THEREOF, BEING A BRASS CAP IN A HANDHOLE, BEARS NORTH 89°47'06" WEST, A DISTANCE OF 2,640.00 FEET;

THENCE NORTH 89°47'06" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 1,207.78 FEET;

THENCE SOUTH 00°12'54" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, IN INSTRUMENT NO. 83-0522847, ON DECEMBER 12, 1983 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 17°49'27" WEST, A DISTANCE OF 50.69 FEET;

THENCE SOUTH 22°26'30" WEST, A DISTANCE OF 161.46 FEET;

THENCE SOUTH 19°07'02" WEST, A DISTANCE OF 37.89 FEET;

THENCE SOUTH 40°38'58" EAST, A DISTANCE OF 30.14 FEET;

THENCE SOUTH 25°42'08" WEST, A DISTANCE OF 1,137.99 FEET;

THENCE NORTH 64°25'59" WEST, A DISTANCE OF 42.23 FEET;

THENCE SOUTH 27°48'25" WEST, A DISTANCE OF 175.47 FEET;

THENCE SOUTH 28°56'42" WEST, A DISTANCE OF 221.27 FEET;

THENCE SOUTH 26°11'21" WEST, A DISTANCE OF 349.24 FEET;

THENCE SOUTH 25°41'24" WEST, A DISTANCE OF 359.42 FEET;

THENCE SOUTH 20°28'55" WEST, A DISTANCE OF 48.92 FEET;

THENCE SOUTH 24°37'50" WEST, A DISTANCE OF 222.04 FEET;

THENCE SOUTH 41°44'48" WEST, A DISTANCE OF 3.49 FEET TO THE POINT OF
TERMINUS OF THE CENTERLINE DESCRIBED HEREIN.

THE SIDE LINES OF SAID 8.00 FOOT WIDE STRIP TO BE EXTENDED OR SHORTENED
TO BEGIN AT THE AFORESAID NORTH PROPERTY LINE AND TO INTERSECT AT
ALL ANGLE POINTS.

DEI Professional Services, LLC Project # 09069

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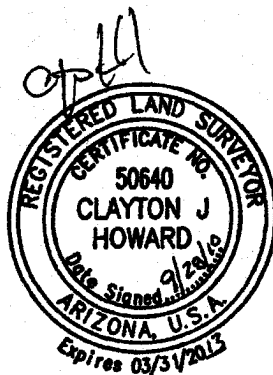
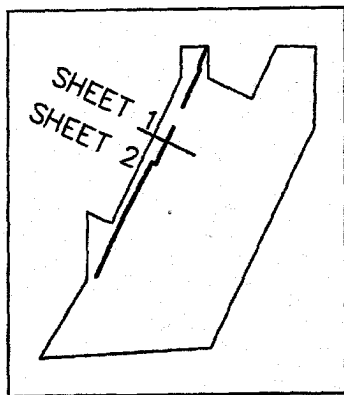
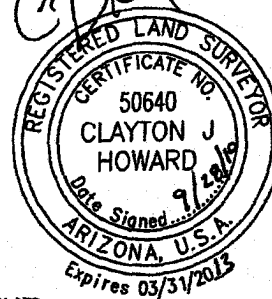


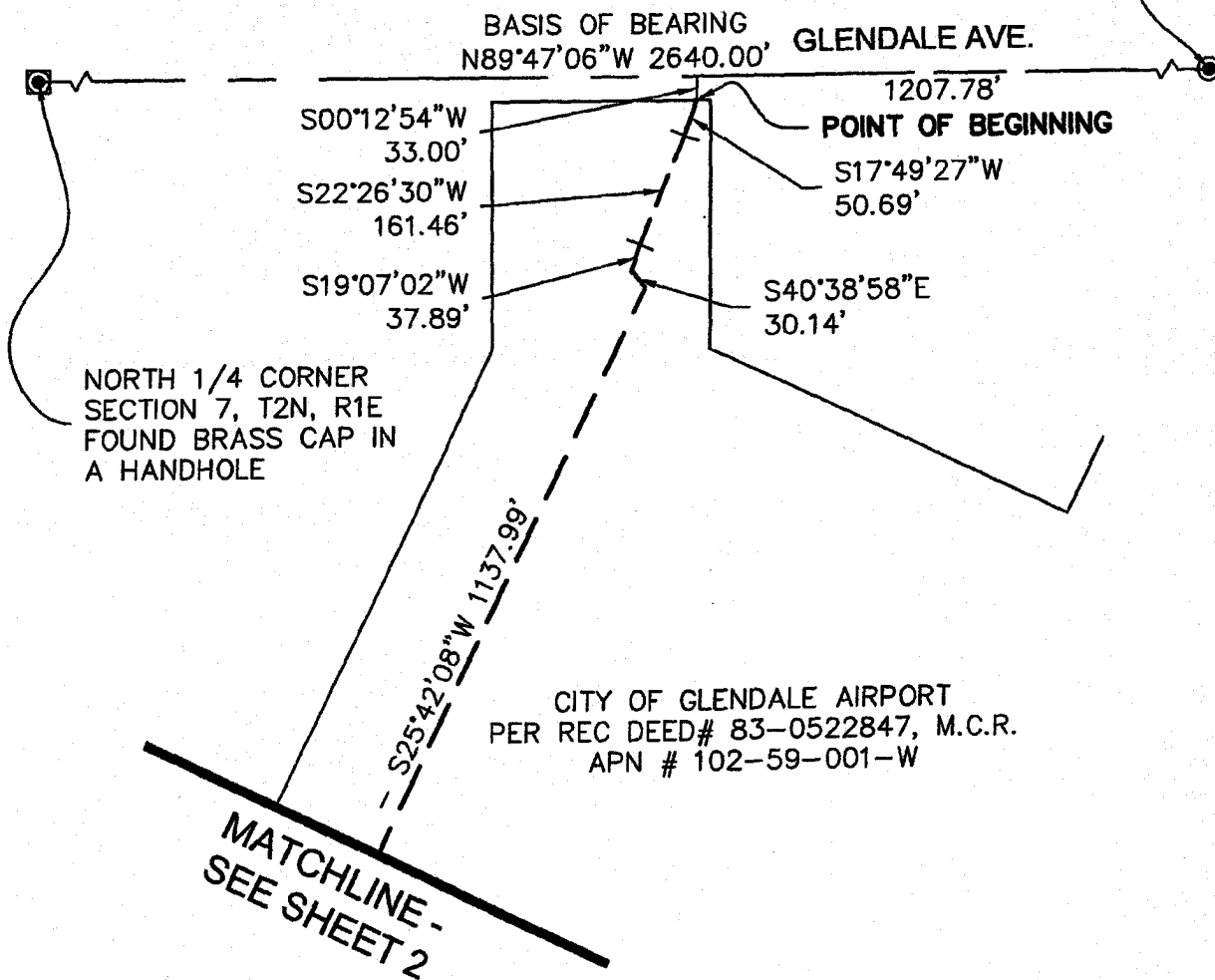
EXHIBIT A - FOR REFERENCE ONLY



KEYMAP

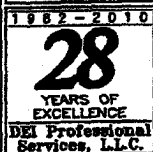


POINT OF COMMENCEMENT
NORTHEAST CORNER
SECTION 7, T2N, R1E
FOUND BRASS CAP FLUSH



SECTION 7, T2N, R1E, GILA AND SALT RIVER BASE AND MERIDIAN

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6225 N. 24th St., Ste. 200
Phoenix, AZ 85016
Phone: (602)954-0038
Fax: (602)944-8605

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT
MARICOPA COUNTY, GLENDALE, ARIZONA

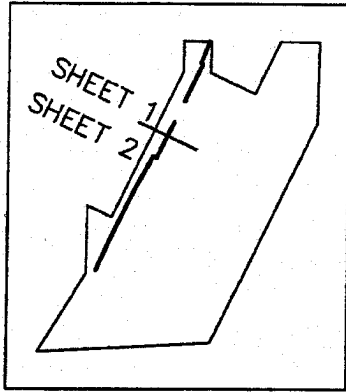
DATE: 09/10/10 SCALE: N.T.S. PROJ. NO: 09069 PH83 CAD FILE: SEE RIGHT

EXHIBIT

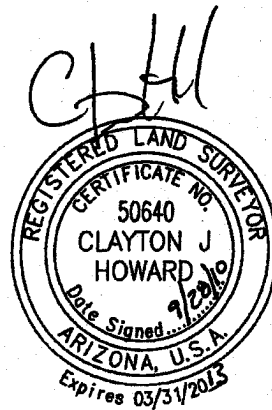
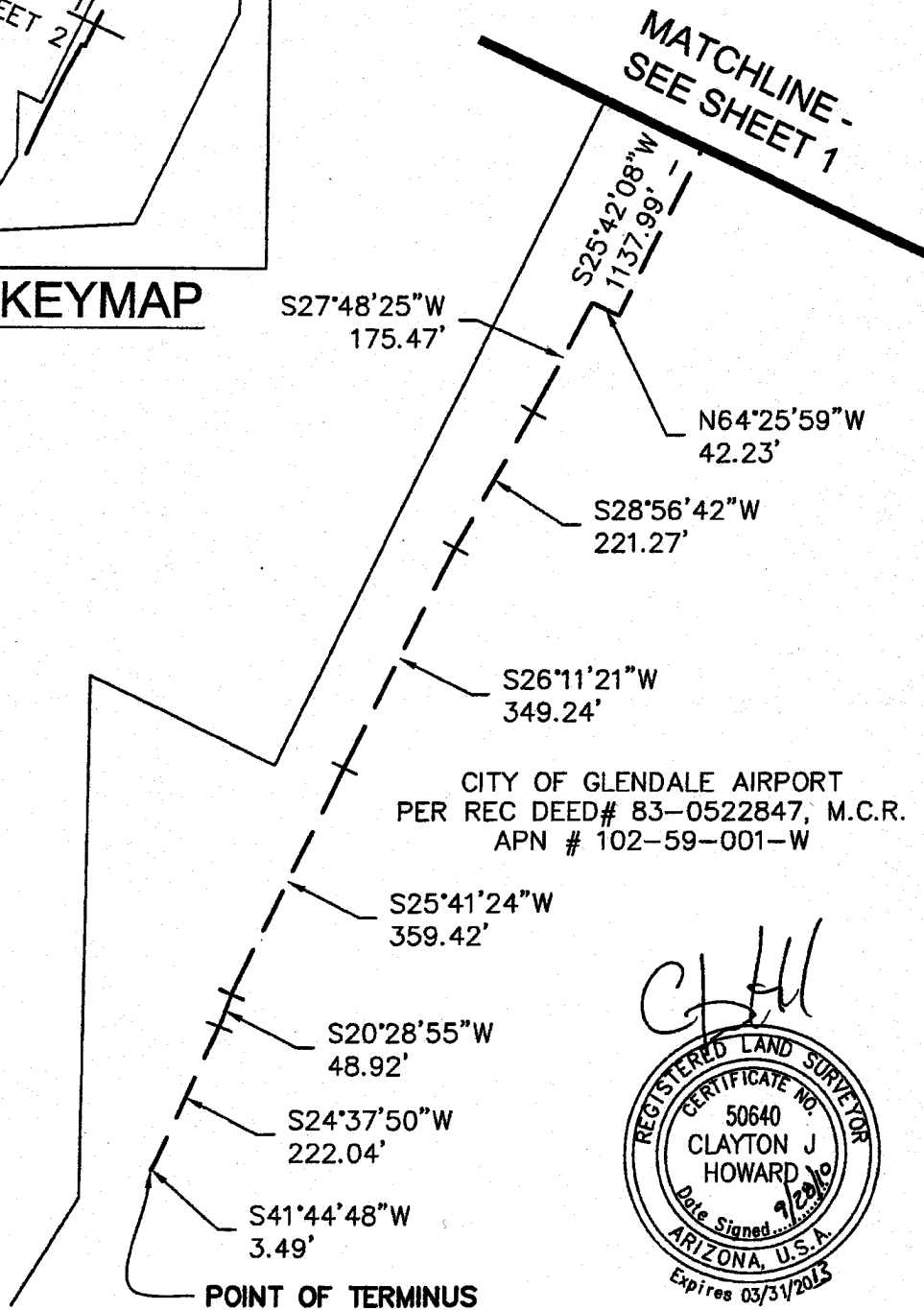
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EXHIBIT A - FOR REFERENCE ONLY



KEYMAP



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SECTION 7, T2N, R1E, GILA AND SALT RIVER BASE AND MERIDIAN

1982-2010
28
YEARS OF
EXCELLENCE
DEI Professional
Services, L.L.C.

DEI
Professional
Services, LLC

6225 N. 24th St., Ste. 200
Phoenix, AZ 85016
Phone: (602)954-0038
Fax: (602)944-8605

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT
MARICOPA COUNTY, GLENDALE, ARIZONA

DATE: 09/10/10 SCALE: N.T.S. PROJ. NO9069 PH 83 CAD FILE: SEE RIGHT

EXHIBIT

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